

## REMARKS/ARGUMENTS

Pursuant to Applicants' election in response to the restriction requirement of December 7, 2004, Applicants have withdrawn claims 1-34. Claims 35 – 48 remain pending. Claim 35 was amended to correct a typographical error. Specifically, the phrase “at least one future real estate agreement” in the last clause of the claim was changed to “one or more future real estate agreements” to correspond to the language used previous clause in the claim. The Examiner rejected claim 38 under §112, first paragraph; rejected claims 35-44 and 46-48 under §103(a), as unpatentable over iGive.com in view of US Pub. No. 2003/0014402 of Sealand et al. (“Sealand”); and rejected claims 45 as unpatentable over iGive.com in view of Sealand and US Pat. No. 6,055,505. Applicants respectfully request that the rejections be withdrawn for the following reasons.

### A. §112 rejections

The Examiner rejected dependent claim 38 under §112, first paragraph, asserting that “the specification, while being enabling for [a] computer system communicatively coupled to an MLS, does not reasonably provide enablement for determining when the real estate is sold when the real estate is sold by the owner without using the services of a broker, an owner may sell the home by advertising in a local newspaper ...”

Claim 38 recites, “The system of claim 37 wherein the at least one computer system is communicatively coupled to an MLS system which provides data regarding property listings.” Claim 38 and the claims from which it depends (i.e., claims 37, 36 and 35) do not recite or require the ability to determine when a home is sold. Instead, the claims discuss detecting or determining “when an obligation under a future real estate agreement has or may become due.” This does not necessarily require knowing when a piece of real estate is sold or offered for sale by owner. By way of example and without limitation, a future real estate agreement may require a home owner to use a specific agent “for a future listing.” (Pending application, paragraph [0041]). This type of obligation would be triggered when and if the home owner decides to sell the home *by listing the home through an agent*, who would might list the property, for example, on the MLS. In this type of agreement, the obligation would not become due if the home owner sold the home “by owner,” e.g., not by use of an agent listing. That is, the home owner would be required to use a particular listing agent *if* the

homeowner decides to list the property through an agent. In such case, monitoring the MLS, where agents list properties, would be sufficient, in itself, to determine when a when a future real estate agreement became due.

Additionally, the specification discusses many other data sources, beyond the MLS, that the computer system can be communicatively linked to that would allow a user to determine when a piece of property is sold. Although claim 38 mentions that the computer system is communicatively coupled to the MLS, there is nothing in the claim that would suggest MLS is the exclusive source of real estate information used by the system. The claimed system could use other sources of real estate data to determine when obligations under different types of real estate agreements became due.

*B. §103 Rejections*

The Examiner rejected claims 35-44 and 46-48 under §103(a), as unpatentable over iGive.com in view of US Pub. No. 2003/0014402 of Sealand et al. ("Sealand"); and rejected claims 45 as unpatentable over iGive.com in view of Sealand and US Pat. No. 6,055,505.

The Examiner asserts that iGive teaches a system and method for managing future real estate agreements, and that Sealand teaches a system and method for transacting retrieval of real estate properly listings using a remote client interfaced over an information network. The Examiner took official of using a relational database.

Neither iGive nor Sealand, upon which the Examiner bases all rejections, discloses future real estate agreements. The claims all include limitations relating to management of future real estate agreements. For example, all claims require "a relational database for storing information regarding one or more future real estate agreements," and "at least one computer system that is communicatively coupled to the relational database and that is adapted to allow a user to determine when an obligation under the at least one future real estate agreement has or may become due." Applicants define "future real estate agreements" for example in paragraph [0030]:

The future real estate agreement is an agreement by the client to use a select provider in a future real estate transaction and may include: an agreement that the client will list the home for sale with a select provider (e.g., a real estate agent or broker); an agreement to allow a select provider (e.g., a real estate agent or broker) to represent the client in the purchase of a subsequent home; an agreement to use a select provider (e.g., a mortgage lender) for a subsequent or refinanced mortgage; an agreement to use a select provider (e.g., a title company, home owner's insurer or other real estate service provider) in a subsequent real estate transaction; and the like. Such future real estate agreements are very desirable to real estate service providers, since they add a significant future revenue stream with little or no up front, out-of-pocket cost.

In paragraphs [0032-37], Applicants give various examples of future real estate agreements.

A thorough review of the iGive.com materials does not show any discussion, suggestion or reference to future real estate agreements. In fact, Applicants could not find any reference to any type of real estate agreements in the iGive.com material. The iGive.com materials provide no disclosure or suggestion either of the following limitations present in each of the pending claims: “a relational database for storing information regarding one or more future real estate agreements,” and “at least one computer system that is communicatively coupled to the relational database and that is adapted to allow a user to determine when an obligation under the at least one future real estate agreement has or may become due.”

Sealand generally discloses receiving property listings, but fails to provide any disclosure of future real estate agreements. The claimed invention is directed toward a system that manages these unique types of agreements and includes elements that specifically recite future real estate agreements, and allow for obligations under these types of agreements to be monitored and managed. Sealand provides no disclosure or suggestion either of the following limitations present in each of the pending claims: “a relational database for storing information regarding one or more future real estate agreements,” and “at least one computer system that is communicatively coupled to the relational database and that is adapted to allow a user to determine when an obligation under the at least one future real estate agreement has or may become due.”

For a combination of references to render a claim invalid, the combination must disclose or suggest *all of the claim limitations*. Since none of the prior art provide any

disclosure of future real estate agreements, a database for storing information regarding future real estate agreements and a computer system that is adapted to allow a user to determine when an obligation under a future real estate agreement has or may become due, none of the prior art references, nor any combination of the prior art references, can render the pending claims obvious.

For at least these reasons, the proposed combinations of iGive.com, Sealand and Elston cannot render obvious independent claim 35 or any claims depending from that claim, i.e., claims 36-48.

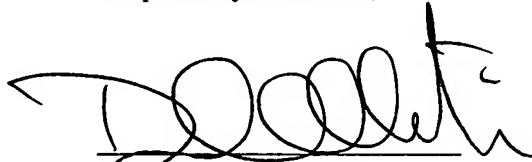
CONCLUSIONS

In summary, Applicants' invention is both novel and nonobvious over the prior art for the reasons set forth above. None of the prior art of record, teaches each and every element of Applicants' claimed inventions.

For all of these reasons, Applicants respectfully assert that all pending claims 35-48 are in condition for allowance. The Examiner's early reconsideration is respectfully requested. If the Examiner has any questions, the Examiner is invited to contact Applicants' attorney at the following address or telephone number:

David Alberti  
c/o Patent Department  
DLA PIPER RUDNICK GRAY CARY US LLP  
2000 University Avenue  
East Palo Alto, CA 94303-2248  
Telephone: (650) 833-2052

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. Alberti', written over a horizontal line.

David Alberti  
Reg. No. 43,465  
Attorney for Applicants

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